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and Intellectsoft, LLC**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

HOPE CHUNG, an individual; and PICTURE  
MANDARIN, LLC, a Georgia limited liability  
company,

Plaintiffs,

v.

INTELLECTSOFT GROUP CORPORATION,  
a Delaware corporation; INTELLECTSOFT,  
LLC, a California limited liability company;  
and DOES 1-10, inclusive,

Defendants.

Case No. 4:21-CV-03074-JST

**JOINT STIPULATION AND  
PROTECTIVE ORDER**

1 In order to facilitate the exchange of information and documents which may be subject to  
2 confidentiality limitations on disclosure due to federal laws, state laws and privacy rights, Plaintiffs  
3 Hope Chung ("Chung") and Picture Mandarin, LLC ("PM") (together, "Plaintiffs") and Defendants  
4 Intellectsoft Group Corporation ("ICG") and Intellectsoft, LLC ("LLC") (together, "Defendants")  
5 (collectively referred to as "Parties"), by and through their respective counsel of record, hereby  
6 stipulate as follows:

7 1. In this Joint Stipulation and Protective Order, the words set forth below shall have  
8 the following meanings:

- 9 a. "Proceeding" means the above-entitled federal court proceeding, pending in the  
10 Northern District of California (Case No. 4:21-CV-03074-JST).
- 11 b. "**Confidential**" means any Documents, Testimony, or Information that is in the  
12 possession of a Designating Party who believes in good faith that such  
13 Documents, Testimony, or Information is entitled to confidential treatment  
14 under applicable law.
- 15 c. "**Attorneys' Eyes Only**" or "AEO" means any Documents, Testimony, or  
16 Information that is in the possession of a Designating Party who believes in good  
17 faith that such Documents, Testimony, or Information is entitled to attorneys'  
18 eyes only treatment under applicable law.
- 19 d. "**Classified Materials**" means any Document, Testimony, or Information as  
20 defined below designated as "Attorneys' Eyes Only" or "Confidential" pursuant  
21 to the provisions of this Joint Stipulation and Protective Order.
- 22 e. "**Counsel**" means attorneys whom a Party has retained or employed to represent  
23 it, including outside counsel, outside corporate counsel and in-house counsel.
- 24 f. "**Designating Party**" means the Party that designates Documents, Testimony,  
25 or Information, as defined below, as "Attorneys' Eyes Only" or "Confidential."

1 g. **"Disclose" or "Disclosed" or "Disclosure"** means to reveal, divulge, give,  
2 communicate or make available Materials, or any part thereof, or any  
3 information contained therein.

4 h. **"Document(s)"** means (i) any document(s), tangible thing(s), or electronically  
5 stored information under the broadest possible usage pursuant to the Federal  
6 Rules of Civil procedure, which has or have been produced in discovery in this  
7 Proceeding by any person or entity, and (ii) any copy, reproduction, or summary  
8 of all or any part of the foregoing.

9 i. **"Information"** means the content of Documents or Testimony.

10 j. **"Testimony"** means all depositions, declarations, affidavits, or other testimony  
11 given, taken, or used in this Proceeding.

12 2. The Designating Party shall have the right to designate as "Classified Materials" any  
13 documents, Testimony or Information that the Designating Party in good faith believes to contain  
14 non-public information that is entitled to confidential treatment under applicable law.

15 3. The entry of this Joint Stipulation and Protective Order does not alter, waive,  
16 modify, or abridge any right, privilege, or protection otherwise available to any Party with respect  
17 to the discovery of matters, including but not limited to any Party's right to assert the attorney-client  
18 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest any  
19 such assertion.

20 4. Any Document or Information to be designated as "Attorneys' Eyes Only" or  
21 "Confidential" must be clearly so designated before the Document or Information is Disclosed or  
22 produced. The "Attorneys' Eyes Only" or "Confidential" designations should not obscure or  
23 interfere with the legibility of the designated Information.

24 a. For Documents (apart from transcripts of depositions or other pretrial or trial  
25 proceedings), the Designating Party must affix the legend "Attorneys' Eyes  
26 Only" or "Confidential" on each page of any Documents containing such  
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1 designated material or to the title of the Document if the Document is produced  
2 in a native-file format.

3 b. Whenever a deposition taken on behalf of any party involves a disclosure of  
4 Attorneys' Eyes Only or Confidential Information, a party or testifying third-  
5 party may designate these portions of the deposition transcripts which contain  
6 Attorneys' Eyes Only or Confidential Information after transcription of the  
7 proceedings; a party or testifying third-party will have until 30 days after receipt  
8 of the deposition transcript to inform the other party or parties to the action of  
9 the portions of the transcript which are to be designated ATTORNEYS' EYES  
10 ONLY" or "CONFIDENTIAL" by noting the specific pages and line numbers  
11 of the material designated as "ATTORNEYS' EYES ONLY" or  
12 "CONFIDENTIAL." The transcript shall be treated ATTORNEYS' EYES  
13 ONLY until 30 days after receipt of the deposition transcript.

14 c. For information produced in some form other than Documents, and for any other  
15 tangible items, including, without limitation, compact discs or DVDs, the  
16 Designating Party must affix in a prominent place on the exterior of the  
17 container or containers in which the Information or item is stored the legend  
18 "Attorneys' Eyes Only" or "Confidential." If only portions of the Information or  
19 item warrant protection, the Designating Party, to the extent practicable, shall  
20 identify the "Attorneys' Eyes Only" or "Confidential" portions.

21 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
22 Proceedings of any Document(s), Testimony, or Information during discovery in this Proceeding  
23 without an "Attorneys' Eyes Only" or "Confidential" designation, shall be without prejudice to any  
24 claim that such item is "Attorneys' Eyes Only" or "Confidential" and such Party shall not be held  
25 to have waived any rights by such inadvertent production. In the event that any Document(s),  
26 Testimony, or Information that is subject to a "Attorneys' Eyes Only" or "Confidential" designation  
27 is inadvertently produced without such designation, the Party that inadvertently produced the  
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1 document shall give written notice of such inadvertent production within twenty (20) days of  
2 discovery of the inadvertent production, together with a further copy of the subject Documents,  
3 Testimony, or Information designated as "Attorneys' Eyes Only" or "Confidential" (the  
4 "Inadvertent Production Notice"). Upon receipt of such Inadvertent Production Notice, the Party  
5 that has received the inadvertently produced Documents, Testimony, or Information shall promptly  
6 destroy the inadvertently produced Documents, Testimony, or Information and all copies thereof,  
7 or, at the expense of the producing Party, shall return such together with all copies of such  
8 Documents, Testimony or Information to counsel for the producing Party and shall retain only the  
9 "Attorneys' Eyes Only" or "Confidential" materials. Should the receiving Party choose to destroy  
10 such inadvertently produced Documents, Testimony, or Information, the receiving Party shall  
11 notify the producing Party in writing of such destruction within ten (10) days of receipt of written  
12 notice of the inadvertent production. This provision is not intended to apply to any inadvertent  
13 production of any Documents, Testimony, or Information protected by attorney-client or work  
14 product privileges. In the event that this provision conflicts with any applicable law regarding  
15 waiver of confidentiality through the inadvertent production of Documents, Testimony or  
16 Information, such law shall govern.

17 6. In the event that Counsel for a Party receiving Document(s), Testimony or  
18 Information in discovery designated as "Attorneys' Eyes Only" or "Confidential" objects to such  
19 designation with respect to any or all of such items, said Counsel shall advise Counsel for the  
20 Designating Party, in writing, of such objections, the specific Document(s), Testimony or  
21 Information to which each objection pertains, and the specific reasons and support for such  
22 objections (the "Designation Objections"). Counsel for the Designating Party shall have ten (10)  
23 days from receipt of the written Designation Objections to either (a) agree in writing to de-designate  
24 Documents, Testimony, or Information pursuant to any or all of the Designation Objections and/or  
25 (b) state in writing that Counsel for the Designating Party will seek to uphold some or all  
26 designations on Documents, Testimony, or Information addressed by the Designation Objections  
27 (the "Designation Motion"). If Counsel for the Designating Party indicates that Counsel will seek  
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1 to uphold some or all of the challenged Designations, Counsel will have twenty-one (21) days from  
2 receipt of the written Designation Objections to file a motion with the Court seeking to uphold  
3 those Designations. Pending a resolution of the Designation Motion by the Court, any and all  
4 existing designations on the Documents, Testimony, or Information at issue in such Motion shall  
5 remain in place. The Designating Party shall have the burden on any Designation Motion of  
6 establishing the applicability of its "Attorneys' Eyes Only" or "Confidential" designation. In the  
7 event that the Designation Objections are neither timely agreed to nor timely addressed in the  
8 Designation Motion, then such Documents, Testimony, or Information shall be de-designated in  
9 accordance with the Designation Objection applicable to such material.

10 7. Access to and/or Disclosure of Classified Materials designated as Confidential"  
11 shall be permitted only to the following persons or entities:

- 12 a. the Court, their clerical and secretarial staff;
- 13 b. Counsel and their affiliated attorneys, paralegals, clerical and secretarial staff  
14 employed by such attorneys. Provided, however, that each non-attorney given  
15 access to Classified Materials shall be advised that such materials are being  
16 Disclosed pursuant to, and are subject to, the terms of this Joint Stipulation and  
17 Protective Order and that they may not be Disclosed other than pursuant to its  
18 terms;
- 19 c. court reporters in this Proceeding (whether at depositions, hearings, or any other  
20 proceeding);
- 21 d. any deposition, trial, or hearing witness in the Proceeding who previously has  
22 had access to the Classified Materials, or who is currently or was previously an  
23 officer, director, partner, member, employee or agent of a Party that has had  
24 access to the Classified Materials;
- 25 e. mock jury participants, provided, however, that prior to the Disclosure of  
26 Classified Materials to any such mock jury participant, counsel for the Party  
27 making the Disclosure shall deliver a copy of this Joint Stipulation and  
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1 Protective Order to such person, shall explain that such person is bound to follow  
2 the terms of such Order, and shall secure the signature of such person on a  
3 statement in the form attached hereto as Exhibit A.

- 4 f. outside experts or expert consultants consulted by the undersigned Parties or  
5 their counsel in connection with the Proceeding, whether or not retained to  
6 testify at any oral hearing; provided, however, that at least five (5) business days  
7 prior to the Disclosure of Classified Materials to any such expert or expert  
8 consultant, counsel for the Party making the Disclosure shall deliver a copy of  
9 this Joint Stipulation and Protective Order to such person, shall explain its terms  
10 to such person, and shall secure the signature of such person on a statement in  
11 the form attached hereto as Exhibit A and serve a copy of the signed Exhibit A  
12 upon the producing Party along with a current curriculum vitae of the consultant  
13 or expert. If the producing Party provides a written objection to the receiving  
14 Party within those five business days, no Disclosure of Classified Materials shall  
15 be made to such expert or consultant until the objection is fully resolved by  
16 agreement or Court order. The Parties agree to promptly confer and use good  
17 faith to resolve any such objection. If the Parties are unable to resolve any  
18 objection, the objecting Party may file a motion with the Court within fifteen  
19 (15) business days of the notice, or within such other time as the Parties may  
20 agree, seeking a protective order with respect to the proposed disclosure. The  
21 objecting Party shall have the burden of proving the need for a protective order.  
22 It shall be the obligation of counsel, upon learning of any breach or threatened  
23 breach of this Joint Stipulation and Protective Order by any such expert or expert  
24 consultant, to promptly notify counsel for the Designating Party of such breach  
25 or threatened breach;
- 26 g. One person designated by Plaintiffs and one person designated by Defendants  
27 to view Classified Material designated as "Confidential" (each a "Designated  
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1 Party Representative”), who shall be a named party or shall have a position with  
2 a named party, provided that at least three (3) business days prior to the  
3 Disclosure of any materials designated as "Confidential" to a Designated Party  
4 Representative, counsel for the Party making the Disclosure shall deliver a copy  
5 of this Joint Stipulation and Protective Order to such person, shall explain its  
6 terms to such person, and shall secure the signature of such person on a  
7 statement in the form attached hereto as Exhibit A and serve a copy of the signed  
8 Exhibit A upon the producing Party;

9 h. any other person or entity that the Designating Party agrees to in writing to view  
10 certain or all Classified Materials.

11 8. Access to and/or Disclosure of Classified Materials designated as "Attorneys' Eyes  
12 Only" shall be permitted only to the following persons or entities:

- 13 a. the Court, their clerical and secretarial staff;
- 14 b. Counsel and their affiliated attorneys, paralegals, clerical and secretarial staff  
15 employed by such attorneys. Provided, however, that each non-attorney given  
16 access to Classified Materials shall be advised that such materials are being  
17 Disclosed pursuant to, and are subject to, the terms of this Joint Stipulation and  
18 Protective Order and that they may not be Disclosed other than pursuant to its  
19 terms;
- 20 c. court reporters in this Proceeding (whether at depositions, hearings, or any  
21 other proceeding);
- 22 d. any deposition, trial, or hearing witness in the Proceeding who previously has  
23 had access to the Classified Materials, or who is currently or was previously an  
24 officer, director, partner, member, employee or agent of a Party that has had  
25 access to the Classified Materials;
- 26 e. mock jury participants, provided, however, that prior to the Disclosure of  
27 Classified Materials to any such mock jury participant, counsel for the Party  
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1 making the Disclosure shall deliver a copy of this Joint Stipulation and  
2 Protective Order to such person, shall explain that such person is bound to follow  
3 the terms of such Order, and shall secure the signature of such person on a  
4 statement in the form attached hereto as Exhibit A.

5 f. outside experts or expert consultants consulted by the undersigned Parties or  
6 their counsel in connection with the Proceeding, whether or not retained to  
7 testify at any oral hearing; provided, however, that at least five (5) business days  
8 prior to the Disclosure of Classified Materials to any such expert or expert  
9 consultant, counsel for the Party making the Disclosure shall deliver a copy of  
10 this Joint Stipulation and Protective Order to such person, shall explain its terms  
11 to such person, and shall secure the signature of such person on a statement in  
12 the form attached hereto as Exhibit A and serve a copy of the signed Exhibit A  
13 upon the producing Party along with a current curriculum vitae of the consultant  
14 or expert. If the producing Party provides a written objection to the receiving  
15 Party within those five business days, no Disclosure of Classified Materials shall  
16 be made to such expert or consultant until the objection is fully resolved by  
17 agreement or Court order. The Parties agree to promptly confer and use good  
18 faith to resolve any such objection. If the Parties are unable to resolve any  
19 objection, the objecting Party may file a motion with the Court within fifteen  
20 (15) business days of the notice, or within such other time as the Parties may  
21 agree, seeking a protective order with respect to the proposed disclosure. The  
22 objecting Party shall have the burden of proving the need for a protective order.  
23 It shall be the obligation of counsel, upon learning of any breach or threatened  
24 breach of this Joint Stipulation and Protective Order by any such expert or expert  
25 consultant, to promptly notify counsel for the Designating Party of such breach  
26 or threatened breach;

1 g. any other person or entity that the Designating Party agrees to in writing to view  
2 certain or all Classified Materials.

3 9. Classified Materials shall be used by the persons or entities receiving them only for  
4 the purposes of preparing for, conducting, participating in the conduct of, prosecuting, defending,  
5 and/or advising clients regarding the Proceeding or potential settlement, and not for any business  
6 or other purpose whatsoever. Nothing in this Joint Stipulation and Protective Order shall be  
7 construed to preclude Counsel from generally summarizing or characterizing the content of  
8 Classified Materials, if it is necessary in connection with any of the activities identified above.

9 10. Any Party to the Proceeding (or other person subject to the terms of this Joint  
10 Stipulation and Protective Order) may ask the Court, after appropriate notice to the other Parties to  
11 the Proceeding, to modify or grant relief from any provision of this Joint Stipulation and Protective  
12 Order.

13 11. Entering into, agreeing to, and/or complying with the terms of this Joint Stipulation  
14 and Protective Order shall not:

- 15 a. operate as an admission by any person that any particular Document, Testimony,  
16 or Information marked "Attorneys' Eyes Only" or "Confidential" contains or  
17 reflects trade secrets, proprietary, confidential or competitively sensitive  
18 business, commercial, financial or personal information; or,
- 19 b. prejudice in any way the right of any Party (or any other person subject to the  
20 terms of this Joint Stipulation and Protective Order):
- 21 i. to seek a determination by the Court of whether any particular Classified  
22 Materials should be subject to protection under the terms of this Joint  
23 Stipulation and Protective Order; or,
- 24 ii. to seek relief from the Court on appropriate notice to all other Parties to  
25 the Proceeding from any provision(s) of this Joint Stipulation and  
26 Protective Order, either generally or as to any particular Document,  
27 Material or Information.

1           12. Any Party to the Proceeding who has not executed this Joint Stipulation and  
2 Protective Order as of the time it is presented to the Court for signature may thereafter become a  
3 Party to this Joint Stipulation and Protective Order by its counsel's signing and dating a copy thereof  
4 and filing the same with the Court, and serving copies of such signed and dated copy upon the other  
5 Parties to this Joint Stipulation and Protective Order.

6           13. Any Information that may be produced by a non-Party witness in discovery in the  
7 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as "Attorneys'  
8 Eyes Only" or "Confidential" under the terms of this Joint Stipulation and Protective Order, and  
9 any such designation by a non-Party shall have the same force and effect, and create the same duties  
10 and obligations, as if made by one of the undersigned Parties hereto. Any such designation shall  
11 also function as consent by such producing non-Party to the authority of the Court in the Proceeding  
12 to resolve and conclusively determine any motion or other application made by any person or Party  
13 with respect to such designation, or any other matter otherwise arising under this Joint Stipulation  
14 and Protective Order.

15           14. If any person subject to this Joint Stipulation and Protective Order who has custody  
16 of any Classified Materials receives a subpoena or other process ("Subpoena") from any  
17 government or other person or entity demanding production of such materials, the recipient of the  
18 Subpoena shall promptly give notice of the same by electronic mail transmission, to counsel of  
19 record for the Designating Party, and shall furnish such counsel with a copy of the Subpoena. Upon  
20 receipt of this notice, the Designating Party may, in its sole discretion and at its own cost, move to  
21 quash or limit the scope of the Subpoena, otherwise oppose production of the Classified Materials,  
22 and/or seek to obtain confidential treatment of such materials from the subpoenaing person or entity  
23 to the fullest extent available under law. The recipient of the Subpoena may not produce any  
24 Classified Materials pursuant to the Subpoena prior to the date specified for production on the  
25 Subpoena and shall cooperate with respect to all reasonable procedures sought to be pursued by  
26 the Designating Party whose Classified Materials may be affected.

1           15.     Nothing in this Joint Stipulation and Protective Order shall be construed to preclude  
2 either Party from asserting in good faith that certain Classified Materials require additional  
3 protection. The Parties shall meet and confer to agree upon the terms of such additional protection.

4           16.     If, after execution of this Joint Stipulation and Protective Order, any Classified  
5 Materials submitted by a Designating Party under the terms of this Joint Stipulation and Protective  
6 Order are Disclosed by a non-Designating Party to any person other than in the manner authorized  
7 by this Joint Stipulation and Protective Order, the non-Designating Party responsible for the  
8 Disclosure shall bring all pertinent facts relating to the Disclosure of such Classified Materials to  
9 the immediate attention of the Designating Party.

10          17.     This Joint Stipulation and Protective Order is entered into without prejudice to the  
11 right of any Party to knowingly waive the applicability of this Joint Stipulation and Protective Order  
12 to any Classified Materials designated by that Party.

13          18.     The Parties further acknowledge, as set forth below, that this Joint Stipulated  
14 Protective Order does not entitle them to file Classified Materials under seal; Civil Local Rule 79-  
15 5 sets forth the procedures that must be followed and the standards that will be applied when a  
16 party seeks permission from the court to file material under seal. Without written permission from  
17 the Designating Party or a court order secured after appropriate notice to all interested persons, a  
18 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
19 file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material  
20 may only be filed under seal pursuant to a court order authorizing the sealing of the specific  
21 Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon  
22 a request establishing that the Protected Material at issue is privileged, protectable as a trade secret,  
23 or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
24 Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving  
25 Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2)  
26 unless otherwise instructed by the court.  
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1           19.     The Parties shall meet and confer regarding the procedures for use of any Classified  
2 Materials at trial and if desired, shall move the Court for entry of an appropriate order.

3           20.     Nothing in this Joint Stipulation and Protective Order shall affect the admissibility  
4 into evidence of Classified Materials, or abridge the rights of any person to seek judicial review or  
5 to pursue other appropriate judicial action with respect to any ruling made by the Court concerning  
6 the issue of the status of any Classified Materials.

7           21.     This Joint Stipulation and Protective Order shall continue to be binding after the  
8 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
9 that a Party may seek the written permission of the Designating Party or may move the Court for  
10 relief from the provisions of this Joint Stipulation and Protective Order. To the extent permitted by  
11 law, the Court shall retain jurisdiction to enforce, modify, or reconsider this Joint Stipulation and  
12 Protective Order, even after the Proceeding is terminated.

13           22.     Upon written request made within sixty (60) days after any settlement of all pending  
14 claims or other termination of the Proceeding, the undersigned Parties shall have thirty (30) days  
15 to either (a) promptly return to counsel for each Designating Party all Classified Materials, and all  
16 copies thereof (except that counsel for each Party may maintain in its files, in continuing  
17 compliance with the terms of this Joint Stipulation and Protective Order, all work product, and one  
18 copy of each pleading filed with the Court and one copy of each deposition together with the  
19 exhibits marked at the deposition), (b) agree with counsel for the Designating Party upon  
20 appropriate methods and certification of destruction or other disposition of such materials, or (c)  
21 as to any Documents, Testimony, or other Information not addressed by sub-paragraphs (a) and  
22 (b), file a motion seeking a Court order regarding proper preservation of such Materials. To the  
23 extent permitted by law the Court shall retain continuing jurisdiction to review and rule upon the  
24 motion referred to above. Notwithstanding the foregoing, the Parties may retain one copy of  
25 Classified Materials to the extent required to comply with insurance carrier or other legal  
26 obligations. Such materials shall be destroyed promptly after the time period has expired to comply  
27 with insurance carrier or other legal obligations.

23. After this Joint Stipulation and Protective Order has been signed by counsel for all Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein with regard to any Classified Materials that have been or may be produced before the Court signs this Joint Stipulation and Protective Order.

24. The Parties and all signatories to the Certification attached hereto as Exhibit A agree to be bound by this Joint Stipulation and Protective Order pending its approval and entry by the Court. In the event that the Court modifies this Joint Stipulation and Protective Order, or in the event that the Court enters a different Protective Order, the Parties agree to be bound by this Joint Stipulation and Protective Order until such time as the Court may enter such a different Order. It is the Parties' intent to be bound by the terms of this Joint Stipulation and Protective Order pending its entry so as to allow for immediate production of Classified Materials under the terms herein.

25. This Joint Stipulation and Protective Order may be executed in counterparts.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: June 10, 2022 /s/ Cortney S. Alexander  
Attorneys for Plaintiffs

DATED: June 10, 2022 /s/ Richard de Bodo  
Attorneys for Defendants

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: June 15, 2022 Jon S. Tigar  
Judge Jon S. Tigar  
United States District Judge